

ST. CLAIR COUNTY SCHOOL SYSTEM

INVITATION TO BID

Date: June 6, 2024

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| SUBMIT TO: St. Clair County Schools 410 Roy Drive Ashville, Alabama 35953 | Bid Number: 24-11 Bid Title: CNP Fluid Milk and Dairy Products Bid Opening Date & Time: June 25, 2024 2:00 P.M. |
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Vendors who do not wish to respond to a bid are not required to do so; however, vendors not responding and/or submitting a "no bid" response to three consecutive invitations to bid for the requested commodity may be removed from bidder's list.

VENDOR INFORMATION

Company Submitting Bid:

Complete Mailing Address:

| | |
|---------------|---------|
| Telephone No. | Fax No. |
|---------------|---------|

| | |
|----------|--------|
| Website: | Email: |
|----------|--------|

Tax ID:

MINORITY BUSINESS ENTERPRISE TYPE: _____ (M1) Black American Male (M2) Hispanic American (M3) Asian American (M4) Native American (M5) Native Hawaiian (M6) Small Business (M7) Disabled (M8) American Woman (M9) Black American Woman (M10) Non-Minority (M11) Other

Certificate of Independent Price Determination

I certify that this bid is made without prior understanding, agreement, or connection with any other company or person and in all respects have independently determined prices that are fair and without collusion or fraud. I agree to abide by all conditions of this invitation to bid (ITB), and certify that I am authorized to sign this ITB for the company submitting it.

| | |
|---|---|
| _____ Officer's Authorized Signature | _____ Printed Officer's Name and Title |
| TO BE RESPONSIVE, SIGNATURE OF OFFICER AUTHORIZED TO BIND THE COMPANY SUBMITTING THIS BID IS REQUIRED | |

| | |
|----------------------|---|
| Authorized Signature | _____ Dr. Justin Burns Superintendent, St. Clair County Schools |
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GENERAL INFORMATION AND INSTRUCTIONS TO BIDDERS

Purpose: Establish an agreement for purchase and delivery of fluid milk and related products for one calendar year. All questions should be directed, in writing, to Stephanie Watson, Child Nutrition Director, 410 Roy Drive, Ashville, AL. 35953 or stephanie.watson@sccboe.org

A BID BOND IS NOT REQUIRED FOR THIS BID.

Specific Requirements & Conditions:

- Written requests for substitutions to the items listed in this Invitation to Bid must be received and approved by the CNP Director by **June 13, 2024**. Reasons for requesting the substitution must be specified in comparison to the specifications of this bid document. A copy of any approved substitutions will be sent to all vendors in an amendment.
- Inferior products, poor delivery service, unauthorized substitutions of products will be cause for immediate cancellation of contract.
- The St. Clair County Board of Education has attempted to list all the dairy products that will be required during the term of the contract; however, the St. Clair County Board of Education reserves the right to award additional item(s) to the successful bidder as a result of this ITB as the need arises.

Buy American: Bidders must comply with the Buy American provision (7 CFR part 210.21). The term ‘domestic commodity or product’ means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. The term “substantially” is defined by USDA as meaning that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

Summer Feeding Programs: Some St. Clair County Board of Education schools participate in summer feeding programs in the months of May, June, July, and/or August. The successful vendor shall be able to provide Milk & Dairy Product deliveries during this period. The potential product volume needed during summer feeding programs is generally greatly reduced compared to the regular school year.

Contract Period: Establish a 12 month contract with an option to extend for a second, third, fourth, and fifth 12 month period.

Pricing, Escalation, and De-escalation: Fixed price with Escalator/Deescalate Clause (Market-Based pricing). All prices shall be firm against any increase until a new Federal Market Order goes into effect, must include transportation (any fuel surcharge, if applicable) and delivery. This bid will be based on the current raw milk prices. The price of milk may be adjusted 1/10 of cent per half pint up or down for every 17-cent change in a hundred weight of raw milk in the Federal Market Order as set by the United States Department of Agriculture and to include any over-order premium charges.

When the escalator clause is exercised, official documentation of the change in the purchasing price of raw milk (copies of all Federal Market Orders since the last price change and calculation sheets), must be provided to the St. Clair County Board of Education before the change can be enacted, all participating entities under this contract must be notified of the change. If your escalator clause varies from the above, you must submit your actual escalator clause including ALL calculations used in establishing your prices.

This contract allows pricing adjustments to the milk and dairy products listed in this bid document (increase and/or decrease) based on the Federal Department of Agriculture (USDA). Reference this index in the month of increase or decrease as published monthly for your calculations. The awarded contractor is required to furnish via email monthly or quarterly basis milk adjustments under both USDA and Consumer Index Reporting with Summary (CPI). Pricing must be proved by the 28th of every month or as soon as possible if the 28th is on a weekend or holiday.

Delivery Requirements: A tentative schedule shall be submitted prior to the initial delivery start date for approval and shall remain constant. If the successful Bidder fails to deliver an order, the Bidder will take corrective action either by making a special delivery or by arranging for delivery by another vendor. The Bidder shall assume any additional costs between the price of the originally ordered items and the price from the alternative vendor. At least a 99% average fill rate for deliveries is expected.

- The successful vendor must be able to deliver orders to each school site at least twice per 5-day school week, or as needed. Deliveries should generally happen between 6:00 am and 10:00 am or 12 pm and 2 pm.
- Holiday deliveries shall be deemed as any week that has less than **five (5) school days**. If the holiday falls on a scheduled delivery day, the delivery shall be made on a day to be mutually agreed upon by the school district and awarded vendor.
- Tailgate delivery WILL NOT be accepted. Goods must be placed in cooler and/or milk cooler. Milk left over from a previous delivery is to be rotated in a manner to ensure that the unused milk from the previous delivery will be used first or said unused milk and/or unsatisfactory milk (off flavor, damaged containers, etc.) will be replaced with fresh milk at no cost to the school system(s).
- All deliveries must be signed by someone in the department. Items are not to be delivered without someone verifying the order/delivery without preapproval from the CNP Director.

PRODUCT LABELING, QUALITY, AND PACKAGING:

Nutrition information on all items listed on the Bid Response Form is to be included with bid response.

All cases, boxes, bottles, containers, cans, etc. must bear commercial labels and shall be clearly marked as to specified contents.

Only Grade A pasteurized and homogenized fluid milk and fluid milk products from a source which has attained and is maintaining a sanitation compliance rating of not less than 90%, and which has been approved by the State Health Officer, will be acceptable.

All milk shall be subject to inspection after arrival at the destination. All containers/bottles shall be clean and in good condition at the time of delivery. In any instance where the product fails to meet required specifications, the schools reserve the right, at the vendor's expense, to return the product. Milk products failing to meet specifications included herein shall be reason to terminate the contract.

All paper containers in which milk is packaged shall be plastic-coated of the Pure-Pak type, or an approved equal; sound; sanitary, leak proof and with lids which open properly. All containers must be treated to kill bacteria and provide adequate protection of contents from contamination.

Samples of any product shall be provided, at no cost, to the CNP Director on request for a quality test.

Bid prices shall apply to items sold for other school functions such as banquets, special meals, and any other school organizations. These purchases shall be made by school purchase orders and invoiced separately from Child Nutrition Program(s) if requested and may be made with regularly scheduled deliveries.

Milk Variety: At least two varieties of milk are required to be available to each school site in order to be in compliance with meal pattern requirements. Having 1% unflavored milk and unflavored skim-milk will meet this requirement. If milk is not delivered to any school in time to be served with the regular student breakfast or lunch, the vendor will be required to pay the Federal reimbursement rate of the meal, since the meal does not meet the requirements for making a claim without the milk being offered.

Invoices: Two copies of the invoice must be left with each delivery. The invoice shall include the unit name and account number, product name, unit cost, extension, piece count, and total charges for each item delivered. Invoices should reflect correct information upon delivery. If invoices are incorrect, vendor driver should make corrections to products and prices before having CNP personnel sign off on the invoice. Credits must be located at the bottom of the invoice. Credits must be itemized and deducted from the total.

Bid prices shall apply to items sold for other school functions such as banquets, special meals, and any other school organizations. These purchases shall be made by school purchase orders and invoiced separately from Child Nutrition Program(s) if requested and may be made with regularly scheduled deliveries.

Contingency Plan: Vendors must have a contingency plan to allow for immediate recovery in the event of a delivery truck breakdown or other delay(s) during delivery. In the event of a delay the vendor is responsible for contacting the Child Nutrition Director, or designee, to alert them of the delay and estimated recovery time. Enough milk must be maintained and accessible by vendor to provide a replacement supply of milk within two (2) hours to any site when the delivered product proves to be unacceptable. Bidders shall submit their contingency plan to CNP Director upon request.

Sanitation and Safety: Vendors must have standard operating procedures (SOPs) and practices in place that assure the delivery of products that are free of contamination. **Bidders shall submit a copy of their current inspection report from the local county Health Department and a copy of their HACCP Plan.** Post-award, any future inspection reports or changes in recall procedures must be submitted to the Child Nutrition Program Director during the duration of the contract.

- Product is to be delivered in sturdy clean crates that are free of dirt, rust, debris, etc. Empty crates are to be picked up by the Vendor as new products are delivered. The school district is not to be held responsible if they are damaged or stolen.
- Delivered products are to be placed in the designated cold storage areas at each delivery site. Damaged or partially filled containers must not be used at any time.
- Milk left over from a previous delivery is to be rotated in a manner to ensure that the unused milk from the previous delivery will be used first.
- Damaged and/or leaking products will be refused or returned.
- **Unused milk is to be changed out or collected by the vendor during school vacation breaks.** The delivery driver will be furnished with a school calendar for reference. Credit for all such milk, as well as for returned damaged/leaking cartons, is to be noted on the delivery invoice, and left for the cafeteria manager.
- Any product reported by the district as unsatisfactory due to taste, consistency, color, and/or containing foreign objects, will be picked up within 24 hours by the awarded vendor. The awarded vendor is responsible for analyzing these problems and notifying the CNP Director, in writing, the results of the findings.

Staff levels – Delivery Drivers: The successful vendor must employ professional, trained, and fully vetted delivery drivers to successfully fulfil the terms of the contract for the duration of the contract.

Insurance: The successful bidder shall take out and maintain during the life of this agreement comprehensive general liability and comprehensive automobile liability insurance as shall protect the bidder from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this agreement whether such operations are by himself or by anyone directly or indirectly employed by him/her. The St. Clair County School System and its employees shall be named as additional insured, and a certificate of insurance shall be provided by the successful bidder. The amount of such insurance shall be the minimum limits as follows:

- A. Comprehensive General Liability Coverage, Bodily Injury & Property Damage.
\$500,000.00 Each Occurrence, Combined Single Limit
- B. Automobile Liability Coverage, Bodily Injury & Property Damage.
\$500,000.00 Each Occurrence, Combined Single Limit
- C. Workers' Compensation as required by the State of Alabama.

Tentative Timeline:

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|------------|---|
| Date | Item, Location, and Time |
| 06/06/2024 | ITB Advertised and Released (distributed) |
| 06/25/2024 | Bids Due and Opened at 2:00 P.M. |
| | Deliver to 410 Roy Drive, Ashville, AL, 35953 before 2:00 p.m. |
| | Formal bid opening will be held at 410 Roy Drive, Ashville, AL 35953 |
| | Please boldly indicate the bid number (24-11 CNP Fluid Milk and Dairy Products) on the outside of the sealed bid envelope to assist the board with internal identification. |
| 07/16/2024 | Recommendation Submitted for Board Approval |
| 07/17/2024 | Award Notification Mailed/Emailed |

BID SPECIFICATIONS:

- All milk must be fluid cow’s milk free from objectionable odors and flavors.
- Grade “A” Milk Pasteurized and homogenized.
- Manufactured in compliance with the regulations and requirements of the USDA.
- All containers shall be sanitary, clean, leak-proof, and tamperproof
- Milk should have a minimum of 7 calendar days before expiration, to begin on the date delivered.

| ITEM | DESCRIPTION | PACKAGING | ITEM NO. | PRICING per Unit |
|------|---------------------------------------|-----------|----------|------------------|
| 01 | 1% Low Fat Unflavored Milk – ½ pint | Plastic | | |
| 02 | 1% Low Fat Unflavored Milk – ½ pint | Carton | | |
| 03 | 1% Low Fat Unflavored Milk – ½ pint | Aseptic | | |
| 04 | 1% Low Fat Flavored Milk – ½ pint | Plastic | | |
| 05 | 1% Low Fat Flavored Milk – ½ pint | Carton | | |
| 06 | 1% Low Fat Flavored Milk – ½ pint | Aseptic | | |
| 07 | Skim Milk, Unflavored – ½ pint | Plastic | | |
| 08 | Skim Milk, Unflavored – ½ pint | Carton | | |
| 09 | Skim Milk, Unflavored – ½ pint | Aseptic | | |
| 10 | Skim Milk, Flavored- ½ pint | Plastic | | |
| 11 | Skim Milk, Flavored-- ½ pint | Carton | | |
| 12 | Skim Milk, Flavored – ½ pint | Aseptic | | |
| 13 | Skim Lactose Free Milk - 64 oz | Plastic | | |
| 14 | Low Fat Lactose Free Milk - 64 oz | Plastic | | |
| 15 | Non-Fat Buttermilk, Half Gallon | Plastic | | |
| 16 | Non-Fat Buttermilk, Gallon | Plastic | | |
| 17 | 1% Low Fat Unflavored Milk, Gallon | Plastic | | |
| 18 | Fat Free Unflavored Milk, Gallon | Plastic | | |
| 19 | Skim Milk, Flavored 12 oz Bottle | Plastic | | |
| 20 | 100% Juice, ½ pint | Carton | | |
| 21 | 100% Juice, 4oz | Carton | | |
| 22 | Low fat Cottage Cheese, Cultured 5lb. | Tub | | |

Weekly usage: Across all sites we use approximately 20,000 ½ pint milk units per week ± approximately 2,000 units. Approximate buttermilk usage ranges from 0-16 gallons per week across all sites depending on weekly menus. Aseptic usage would only be if fresh milk was unavailable. Juice ½ pint usage approximately 3,000 per week. Lactose free will be minimal usage based on diet prescription plans.

St. Clair County Schools
Bid# 24-11 CNP Fluid Milk and Dairy Products Bid

ST. CLAIR COUNTY LUNCHROOMS SITE LISTING FORM

ASHVILLE HIGH SCHOOL 0010

33215 U.S. HIGHWAY 231
ASHVILLE, ALABAMA 35953
PHONE: 205-594-4665

MANAGER: BREANNA NEEDHAM

ASST MANAGER: KEBRINA REYNOLDS

MARGARET ELEMENTARY SCHOOL 0030

200 MUSTANG DRIVE
ODENVILLE, ALABAMA 35120
PHONE: 205-629-6218

MANAGER: MAGEN COLLEY

ASSIST MANAGER: LYNN STEELE

MOODY ELEMENTARY SCHOOL 0065

1006 H.L. BLOCKER CIRCLE
MOODY, ALABAMA 35004
PHONE: 205-640-2193

MANAGER: JESSICA MATHIS

ASSIST MANAGER: LAUREN CAUSEY

MOODY MIDDLE SCHOOL 0070

696 HIGH SCHOOL DRIVE
MOODY, ALABAMA 35004
PHONE: 205-640-2194

MANAGER: KEILA GILLILAND

ASSIST MANAGER:

MOODY HIGH SCHOOL 0075

714 HIGH SCHOOL DRIVE
MOODY, AL 35004
PHONE: 205-640-1533

MANAGER: SHIRLEY HORSLEY

ASSIST MANAGER: JACKIE HOURANY

RAGLAND HIGH SCHOOL 0120

1060 MAIN STREET
RAGLAND, ALABAMA 35131
PHONE: 205-472-0861

MANAGER: JANE KAY

ASSIST MANAGER: MISCHKA RAGSDALE

ODENVILLE ELEMENTARY SCHOOL 0137

420 ALABAMA STREET
ODENVILLE, ALABAMA 35120
PHONE: 205-629-5063

MANAGER: MICHELLE PARKER

ASSIST MANAGER: MEGAN HICKS

ST. CLAIR COUNTY HIGH SCHOOL 0140

16700 U.S. HIGHWAY 411
ODENVILLE, ALABAMA 35120
PHONE: 205-629-3896

MANAGER: JO ANN CASE

ASSIST MANAGER: CHRIS GUIDRY

SPRINGVILLE MIDDLE SCHOOL 0133

6691 U.S. HIGHWAY 11
SPRINGVILLE, AL 35146
PHONE: 205-467-2555

MANAGER: DEANN DAVIS

ASSIST MANAGER: CYNTHIA GRIFFIN

SPRINGVILLE HIGH SCHOOL 0130

8295 U.S. HIGHWAY 11
SPRINGVILLE, ALABAMA 35146
PHONE: 205-467-2737

MANAGER: ANITA RHODES

ASSIST MANAGER: JAMIE ST JOHN

STEELE JR. HIGH SCHOOL 0150

105 MCHUGH STREET
STEELE, ALABAMA 35987

MANAGER: TERRI REDDEN

ASSIST MANAGER: BETH CASTLEBERRY

PHONE: 256-538-9188

METHOD OF AWARD

- A. The Board intends to award the bid to meet the best interest of participating school districts. It is not the intent of the Board to award the bid based on low bid only. Quality, conformity with specifications, purpose for which required, terms of delivery, and past service experience are among the factors that may be considered in determining the responsible bidder.
- B. The Board reserves the right to reject a bid from any contractor(s) that has not satisfactorily or faithfully performed or completed previous contracts for the Board or other similarly situated customers that are of a nature similar to that contemplated in this Bid.
- C. It is the intent of St Clair County Schools to award the bid as a total package bid award; however, the Board reserves the right to award the bid in any manner which will best serve the needs of St Clair County Schools.
- D. In determining the contractor to whom to make the award, the Board also reserves the rights to:
 - 1) reject the proposal of any bidder which, based on the Board's investigation, is not in a position or does not have the resources to satisfactorily and timely perform the Contract;
 - 2) reject the proposal of any contractor who cannot demonstrate to the satisfaction of the Board its fitness to meet and perform the Contract requirements;
 - 3) reject the proposal of any bidder who is in arrears or in default to the Board upon any prior contract or transaction;
 - 4) request that a bidder present additional evidence that it has the ability and possesses the necessary facilities, financial or other resources and adequate insurance to comply with the terms of this bid, and require that such evidence be presented within a specified time and to the reasonable satisfaction of the Board;
 - 5) disqualify a response because it is not complete, or the bidder failed to provide information requested in the Bidder Information materials; and
 - 6) accept or reject any or all bids, or any irregular bid. A bid may be considered irregular if, by way of example, it indicates any omissions, unusual alterations, or addition of conditions not contemplated in the Contract Documents. The Board also reserves the right to waive irregularities and technicalities in submitted bids and make the award that is in the best interest of the Board.
- E. After the Bid opening, the Board may require a period of up to twenty (20) days to review the submissions. During this period the Board may request bidders to provide supplementary information, contact them to clarify matters stated in their submissions and contact any persons having information that is pertinent to the award of the Contract.
- F. The Board anticipates that it will make the award to the successful Contractor at its next Board meeting following the Bid opening and its review period, or as soon thereafter as is reasonably possible.
- G. In the event the successful bidder refuses to accept the requirements for all items without deviation, this vendor's bid will be considered non-responsive. In this case, the award may be made to the next low bidder meeting requirements and specifications.
- H. The award will be made in accordance with Alabama State Bid Law.

CONTRACT PERIOD, RENEWAL, AND TERMINATION

- A. This accepted bid contract shall be in effect from August 1, 2024, through July 31, 2025.
- B. Beginning July 1, 2025, the Board may renew the bid contract for up to four (4) additional one (1) year renewals. The Board shall provide successful bidder notice of intent to renew at least sixty (60) days prior to the expiration of the current term.
- C. Failure on the part of the school system(s) or the contractor to comply with the provisions of this bid may result in contract termination. The Contract may terminate before the expiration of its then current term on occurrence of any of the following:

- Termination for Cause by Board. If the Contractor fails to perform any material obligation in the Specifications, the Contract or elsewhere in the Bidder Information materials (a "Default"), the Board may terminate the Contract for cause on fourteen (14) days' advance written notice to Contractor; provided that the Contractor shall have a reasonable opportunity to cure or correct any Default or deficiency in its performance that is the basis of the termination for cause. This termination remedy is in addition to any other remedy or right provided to the Board in the Contract or available by law that arises from a Default;
- Termination for Cause by Contractor. If the Board does not perform a material obligation in the Specifications or in this Contract, the Contractor may terminate the Contract for cause on thirty (30) days' advance written notice to the Board; provided that the Board shall have a reasonable opportunity to cure or correct any deficiency in its performance that is the basis of the proposed termination for cause; and
- Termination by Board on Grounds Stated in this bid. If the Contractor regularly does not supply milk products that meet the standards set forth, the Board may exercise its right to terminate the Contract as provided below in herein.
- Each party shall follow the procedure outlined below if a contract is to be terminated. All transactions shall be sent by Registered or Certified Mail.
 - Step 1: Issue warning letter and outline violations and length of time to correct the problem.
 - Step 2: Issue letter of Intent to Cancel Contract if problem was not resolved by given date.
 - Step 3: Issue letter to cancel contract.

REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS

Title 2: Grants and Agreements. PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Subpart D - Post Federal Award Requirement. §200.321 Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms.

- (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in [paragraphs \(b\)\(1\) through \(5\)](#) of this section.

Subpart F—Audit Requirements. Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable. (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR](#)

[Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. (I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See [§ 200.323](#).

(K) See [§ 200.216](#).

(L) See [§ 200.322](#).

[[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75888](#), Dec. 19, 2014; [85 FR 49577](#), Aug. 13, 2020]

Title 7: Agriculture. PART 210—NATIONAL SCHOOL LUNCH PROGRAM

Subpart C—Requirements for School Food Authority Participation

§210.16 Food service management companies.

(d) Duration of Contract. The contract between a school food authority and food service management company shall be of a duration of no longer than 1 year; and options for the yearly renewal of a contract signed after February 16, 1988, may not exceed 4 additional years. All contracts shall include a termination clause whereby either party may cancel for cause with 60-day notification.

Subpart E—State Agency and School Food Authority Responsibilities

§210.21 Procurement.

(d) Buy American -

(1) **Definition of domestic commodity or product.** In this [paragraph \(d\)](#), the term ‘domestic commodity or product’ means -

(i) An agricultural commodity that is produced in the United States; and

(ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

(2) **Requirement.**

(i) **In general.** Subject to [paragraph \(d\)\(2\)\(ii\)](#) of this section, the Department shall require that a school food authority purchase, to the maximum extent practicable, domestic commodities or products.

(ii) **Limitations.** [Paragraph \(d\)\(2\)\(i\)](#) of this section shall apply only to -

(A) A school food authority located in the contiguous United States; and

(B) A purchase of domestic commodity or product for the school lunch program under this part.

(3) **Applicability to Hawaii.** [Paragraph \(d\)\(2\)\(i\)](#) of this section shall apply to a school food authority in Hawaii with respect to domestic commodities or products that are produced in Hawaii in sufficient quantities to meet the needs of meals provided under the school lunch program under this part.

(e) **Restrictions on the sale of milk.** A school food authority participating in the Program, or a person approved by a school participating in the Program, must not directly or indirectly restrict the sale or marketing of fluid milk (as described in [§ 210.10\(d\)\(4\) of this chapter](#)) at any time or in any place on school premises or at any school-sponsored event.

(f) Cost reimbursable contracts -

(1) **Required provisions.** The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

(i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion

- of the costs billed to the school food authority;
- (ii)
 - (A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or
 - (B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;
 - (iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;
 - (iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
 - (v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
 - (vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.
- (2) **Prohibited expenditures.** No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.
- (g) **Geographic preference.**
- (1) A school food authority participating in the Program, as well as State agencies making purchases on behalf of such school food authorities, may apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. When utilizing the geographic preference to procure such products, the school food authority making the purchase or the State agency making purchases on behalf of such school food authorities have the discretion to determine the local area to which the geographic preference option will be applied;
 - (2) For the purpose of applying the optional geographic procurement preference in [paragraph \(g\)\(1\)](#) of this section,

“unprocessed locally grown or locally raised agricultural products” means only those agricultural products that retain their inherent character. The effects of the following food handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different kind or character: Cooling; refrigerating; freezing; size adjustment made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; forming ground products into patties without any additives or fillers; drying/dehydration; washing; packaging (such as placing eggs in cartons), vacuum packing and bagging (such as placing vegetables in bags or combining two or more types of vegetables or fruits in a single package); the addition of ascorbic acid or other preservatives to prevent oxidation of produce; butchering livestock and poultry; cleaning fish; and the pasteurization of milk.

[[53 FR 29147](#), Aug. 2, 1988, as amended at [64 FR 50741](#), Sept. 20, 1999; [70 FR 70033](#), Nov. 21, 2005; [71 FR 39516](#), July 13, 2006; [72 FR 61491](#), Oct. 31, 2007; [76 FR 22607](#), Apr. 22, 2011; [77 FR 4153](#), Jan. 26, 2012; [81 FR 66489](#), Sept. 28, 2016]

I certify by signature below that I have reviewed the above federal provisions and will abide by them.

Bid Period: _____

Company

Signature

Address

Print or Type Name

Phone Number

Date

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participant's responsibilities. The regulations were amended and published on August 31, 2005 in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____ Bid Number _____
Organization Name _____ Project Name _____

Name(s) and Title(s) of Authorized Representative(s)

_____ Date _____
Signature

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation*), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD3027, USDA Program Discrimination Complaint Form which can be obtained online at: [USDA Program Discrimination Complaint Form](#) from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. Mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; or 2. Fax: (202) 690-7442; or 3. Email: program.intake@usda.gov. This institution is an equal opportunity provider.

*The enclosed “non discrimination” language herein was added pursuant to the May 5, 2022, USDA memorandum. However, although included as currently required for audit compliance by the USDA, the State of Alabama objects to its inclusion, applicability and the application of this language due to currently pending legal challenges in the matter of THE STATE OF TENNESSEE, ET AL. V. USDA, ET AL., Case No. 3:22-cv-00257, and may be subject to change or removal.

INSTRUCTIONS FOR CERTIFICATION
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By signing and submitting this form, the prospective primary tier participant is providing the certification set out on the form in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department determined to enter into a transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to whom this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determined the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person, in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

U.S. DEPARTMENT OF AGRICULTURE

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS)
ALTERNATIVE I- FOR GRANTEES OTHER THAN INDIVIDUALS**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing §§ 5151-5160 of the Drug-Free Workplace Act of 1998 (Pub. L. 100-690, Title V, Subtitle D: 41 U.S.C. § 8101 et seq.), and 2 C.F.R. Parts 182 and 421. The regulations were amended and published on June 15, 2009, in 74 Fed. Reg. 28150-28154 and on December 8, 2011, in 76 Fed. Reg. 76610-76611. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about –
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A.1.
4. Notifying the employee in the statement required by paragraph A.1 that, as a condition of employment under the grant, the employee will – a. Abide by the terms of the statement; and b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph A.4.b from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph A.4.b, with respect to any employee who is so convicted – a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes

by a Federal, State, or, local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A.1 through A.6.

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, zip code)

Check if there are workplaces on file that are not identified above.

| | |
|-------------------|---|
| Organization Name | Award Number/Bid Number/or Project Name |
|-------------------|---|

| |
|---|
| Name and Title of Authorized Representative |
|---|

| | |
|-----------|------|
| Signature | Date |
|-----------|------|

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation*), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD3027, USDA Program Discrimination Complaint Form which can be obtained online at: [USDA Program Discrimination Complaint Form](#) from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. Mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; or 2. Fax: (202) 690-7442; or 3. Email: program.intake@usda.gov. This institution is an equal opportunity provider.

*The enclosed "non discrimination" language herein was added pursuant to the May 5, 2022, USDA memorandum. However, although included as currently required for audit compliance by the USDA, the State of Alabama objects to its inclusion, applicability and the application of this language due to currently pending legal challenges in the matter of THE STATE OF TENNESSEE, ET AL. V. USDA, ET AL., Case No. 3:22-cv-00257, and may be subject to change or removal.

Instructions for Certification

(1) By signing and submitting this form, the grantee is providing the certification set out on pages one and two in accordance with these instructions.

(2) The certification set out on pages one and two is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

(3) Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

(4) Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

(5) If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s). If it previously identified the workplaces in question, see paragraph (3) above.

(6) Definitions of terms in the Non- Procurement

Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

- "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act, 21 U.S.C. § 812, and as further defined by 21 C.F.R. §§ 1308.11-1308.15.
- "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
- "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.
- "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the grantee's payroll, or employees of subrecipients or subcontractors in covered workplaces).

DISCLOSURE STATEMENT OF RELATIONSHIP BETWEEN CONTRACTORS/GRANTEES AND EMPLOYEES/OFFICIALS OF THE ST. CLAIR COUNTY SCHOOL SYSTEM (THE BOARD)

1. Bid /Proposal/Contract/Purchase Order No. _____

2. Name of Contractor/Grantee _____

3. Address: _____

4. Telephone Number: _____

5. Fax Number: _____

6. Nature of Contract/Grant _____

7. Does the contractor/grantee have any relationship with any employee or official of the board, or a family member of such employee or official, that will enable such employee or official, or his/her family member, to benefit from this contract/grant? If so, please state the names, relationships, and nature of the benefit

(For employees of the board, family members include spouse and dependents. For members of the board (officials), family members include spouse, dependents, adult children and their spouses, parents, in-laws, siblings, and their spouses).

This Disclosure Form will be available for public inspection upon request. The above information is true and accurate, to the best of my knowledge.

Signature of Authorized Agent of Contractor/Grantee

Date

PLEASE COMPLETE, SIGN, AND RETURN TO THE ST. CLAIR COUNTY SCHOOL SYSTEM WITH THE
BID/PROPOSAL/CONTRACT

AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE

In compliance with, Sections 31-13-9 (a) and (b) of the Alabama Code, this Affidavit of Alabama Immigration Compliance must be completed and signed by an officer or owner of a contractor or grantee as a condition for the award of any contract by a local school board ("the Board") or by the Alabama Department of Education (ALSDE) to an employer that employs one or more employees in the State of Alabama and is a recipient of funds from the State of Alabama, a political subdivision of the State of Alabama, or any public funded entity (including a local school board). Please complete either Part I (if you do not employ one or more employees in the State of Alabama) or Part II (if you do employ one or more employees in the State of Alabama). Part II must be notarized as well.

PART I- (COMPLETE IF YOU DO NOT EMPLOY ONE OR MORE EMPLOYEES IN ALABAMA)

I certify in my capacity as _____ (your position) for _____ (name of contractor or grantee), that Contractor or Grantee does not employ one or more employees in the State of Alabama.

OR

PART II- (COMPLETE IF YOU DO EMPLOY ONE OR MORE EMPLOYEES IN ALABAMA)

State of Alabama:

County of _____

Before me, a notary public, personally appeared _____ (print name) who, is duly authorized by the business entity/employer which appears below, being sworn, says as follows:

As a condition for being a contractor or grantee on a project paid for by contract, grant, or incentive by the State of Alabama, or any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as _____ (your position) for _____ (name of contractor or grantee), said Contractor or Grantee does not knowingly employ, hire for employment, ~~or continue to employ an unauthorized alien.~~ Further, Contractor or Grantee affirms that it is providing notice to its subcontractors of their Alabama Immigration Compliance obligations.

I farther attest that said Contractor or Grantee is ~~enrolled in the E-Verify program and attached to~~ this Affidavit is our E-Verify Memorandum of Understanding confining such program enrollment.

I have read this Affidavit and swear and affirm that it is true and correct.

Signature of Affiant

Sworn to and subscribed before me this ___ day of_____.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

TO BE RETURNED TO THE ST CLAIR COUNTY BOARD OF EDUCATION

Notice of Alabama Immigration Law Compliance Requirements to all Contractors of the St Clair County Board of Education

As a Contractor to the St Clair County Board of Education ("Board"), it is critical to your relationship (future or continuing) with the Board that you comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act.

Under the law, every prospective contract entered into by the Board with a contractor will contain the following clause or one substantially similar:

Alabama Immigration Law Compliance Contract: Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to *knowingly* hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify (if applicable) to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplied by the Board and return the same to the Board. Contractor shall also enroll in the E-Verify Program (if required) prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. **If** Contractor receives *actual knowledge* of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the Board and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. **If** Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the Board. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Board from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

To the extent that either there is no formal written contract between the Board and the Contractor (such as where business is conducted by purchase order), or if the parties neglect or fail to include the above language in a formal written contract, this document shall serve as the Alabama Immigration Compliance Contract and the provisions set forth shall apply fully to the Contractor.

Alabama Immigration Law Compliance Contract Notice Acknowledged and Agreed by

Contractor whose name appears below:

Contractor Officer or Owner Signature/Date:

Print Name/Title/Company

Please execute and return to the St Clair County Board of Education within the next 10 days

BID RESPONSE FORM

In accordance with the foregoing bid terms and conditions and specifications, the bidder hereby submits the following bid to supply St. Clair County School System.

| ITEM | DESCRIPTION | PACKAGING | ITEM NO. | PRICING per Unit |
|------|---------------------------------------|-----------|----------|------------------|
| 01 | 1% Low Fat Unflavored Milk – ½ pint | Plastic | | |
| 02 | 1% Low Fat Unflavored Milk – ½ pint | Carton | | |
| 03 | 1% Low Fat Unflavored Milk – ½ pint | Aseptic | | |
| 04 | 1% Low Fat Flavored Milk – ½ pint | Plastic | | |
| 05 | 1% Low Fat Flavored Milk – ½ pint | Carton | | |
| 06 | 1% Low Fat Flavored Milk – ½ pint | Aseptic | | |
| 07 | Skim Milk, Unflavored – ½ pint | Plastic | | |
| 08 | Skim Milk, Unflavored – ½ pint | Carton | | |
| 09 | Skim Milk, Unflavored – ½ pint | Aseptic | | |
| 10 | Skim Milk, Flavored- ½ pint | Plastic | | |
| 11 | Skim Milk, Flavored-- ½ pint | Carton | | |
| 12 | Skim Milk, Flavored – ½ pint | Aseptic | | |
| 13 | Skim Lactose Free Milk - 64 oz | Plastic | | |
| 14 | Low Fat Lactose Free Milk - 64 oz | Plastic | | |
| 15 | Non-Fat Buttermilk, Half Gallon | Plastic | | |
| 16 | Non-Fat Buttermilk, Gallon | Plastic | | |
| 17 | 1% Low Fat Unflavored Milk, Gallon | Plastic | | |
| 18 | Fat Free Unflavored Milk, Gallon | Plastic | | |
| 19 | Skim Milk, Flavored 12 oz Bottle | Plastic | | |
| 20 | 100% Juice, ½ pint | Carton | | |
| 21 | 100% Juice, 4oz | Carton | | |
| 22 | Low fat Cottage Cheese, Cultured 5lb. | Tub | | |

Vendor Name: _____ **Phone:** _____

Signature of Authorized Vendor Representative: _____

Date: _____ **Email Address of Vendor Representative:** _____

Company Mailing Address: _____

This Bid Response must be notarized.

Sworn to and subscribed before me this _____ day of _____, 20_____.

NOTARY PUBLIC: _____ **Commission Exp Date:** _____

BIDDER AFFIDAVIT AND WARRANTY

The undersigned bidder warrants, represents, and agrees that each of the following is true and correct in connection with Bid #24 11- CNP FLUID MILK AND DAIRY PRODUCTS, ST. CLAIR COUNTY SCHOOL SYSTEM:

- a) It has not colluded with any other bidders;
- b) It has not, directly or indirectly, induced any other bidder to submit a sham bid or to refrain from making a bid;
- c) It has not paid, agreed to pay, or offered any party or person (including, but not limited to, any employee or official of the Board whether elected or appointed), either directly or indirectly, any money, a rebate, percentage of contract, or other thing of value as an inducement, or intended inducement, in the procurement of the Contract contemplated in this Bid;
- d) It understands that, if any employee or any official of the Board (whether elected or appointed), shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other thing of value from the Contractor as an inducement, or intended inducement, in the procurement of the Contract, or the giving of business with the Board that such conduct may constitute a crime that subjects that employee, official of the Board and the Contractor (or its representative) to punishment or a find in accordance with state and/or federal law;
- e) All the information contained in the response to the bid is true and correct; and
- f) The Board may rely on information submitted in awarding the subject Contract.

THIS BID MUST BE NOTARIZED.

FIRM: _____

BY: _____
(Signature in Ink Only)

ADDRESS : _____

ADDRESS: _____

TELEPHONE: _____

DATE: _____

Sworn to and subscribed before me this _____ day of _____, 20_____.

NOTARY PUBLIC: _____

My Commission Expires: _____

Bid Packet Checklist

These items must be included in the Bid Proposal Packet in order for the bid to be officially awarded by the St Clair County Board of Education.

- Nutrition Information for ALL Products Listed in the Product List
- HACCP Plan
- Current Inspection Report from Local County Health Department
- Certificate of Liability Insurance
- Signed Federal Provisions Page
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- Certification of Drug-Free Workplace
- Disclosure Statement
- Affidavit of Immigration Compliance
- E-Verify Memorandum of Understanding
- Bidder Affidavit and Warranty
- Notarized Bid Response Form